

Date: SEPTEMBER 1, 2006Loan Number: ~~Redacted~~Borrower Name: KENNETH J. TAGGARTProperty Address: 45 HERON ROAD, HOLLAND, PENNSYLVANIA 18966-2109**5 YEAR INTEREST ONLY ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE  
2 YEAR LIBOR ARM**

This disclosure describes the features of an Adjustable Rate Mortgage (ARM) program you are considering, which is called the 5 YEAR INTEREST ONLY/2 YEAR LIBOR ARM. The interest rate and payment amount may each change during the term of this loan. Information on other ARM programs available from the lender will be provided upon request.

**HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:**

- Beginning on the first Interest Rate Change Date, your interest rate will be based on an index rate plus a margin. Please ask us for our current interest rate and margin.
- Your initial interest rate will not be equal to an index rate plus a margin. If the initial interest rate is below the then current index plus margin ("the fully indexed rate"), then the initial interest rate will be a "discounted" interest rate. Please ask us about the amount of the current discount.
- The index rate is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. If this index is no longer available at any Interest Rate Change Date, the lender will choose a new index that is based on comparable information and will give you notice of this change.
- When your interest rate changes, your new interest rate will equal the index rate, which is the most recently available index rate as of the first business day of the month immediately preceding the Interest Rate Change Date, plus the margin rounded to the nearest one-eighth percent (.125%).
- Payments made during the first 5 (five) years will be applied towards interest only. This means that the regular monthly payments will not reduce the principal balance during the first 5 (five) years of your loan.
- Beginning in year 6 (six), payments will be applied towards principal and interest.
- During the period that you make payments of interest only, your payment will be based on the interest rate and loan balance. After that period, your payment will be based on the interest rate, loan balance and remaining loan term. Therefore, NO NEGATIVE AMORTIZATION WILL EVER OCCUR under this loan program.

**HOW YOUR INTEREST RATE CAN CHANGE**

- Your interest rate can change on your 24th payment date and every 6 months thereafter (the "Interest Rate Change Date") to a rate equal to the index value plus the margin, rounded to the nearest .125%, subject to the following limits:
  - Your interest rate cannot increase by more than three percentage points (3.00%) at the first Interest Rate Change Date and cannot increase or decrease by more than one percentage point (1.00%) at each Interest Rate Change Date thereafter (the "Periodic Rate Cap").
  - Your interest rate over the life of the loan cannot increase by more than six percentage points (6.00%) above the initial interest rate (the "Lifetime Rate Cap").
  - Your interest rate will never be less than a minimum, or floor, rate equal to the initial interest rate (the "Lifetime Floor Rate").



BORROWERS KENNETH J. TAGGART  
 ADDRESS 45 HERON ROAD  
 CITY/STATE/ZIP HOLLAND, PENNSYLVANIA 18966-2109

DATE: SEPTEMBER 15, 2006

LOAN NO. ~~XXXXXXXXXXXX~~ *Redacted*

LENDER: Decision One Mortgage Company, LLC  
 3023 HSBC Way  
 Fort Mill, SC 29715

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.4442 %	\$ 1,039,053.24	\$ 379,867.01	\$ 1,418,920.25

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
24	2,790.67	MONTHLY COMMENCING 11-01-06 AND ON THE SAME DAY OF EACH MONTH THEREAFTER	1	4,011.67	10-01-36
6	3,596.17	11-01-08			
6	3,876.20	05-01-09			
323	4,034.36	11-01-09			

DEMAND FEATURE: ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature:  
☐ All disclosures are based on an assumed maturity date of one year.

VARIABLE RATE FEATURE: ☒ This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: ☒ You are giving a security interest in the property located at: 45 HERON ROAD, HOLLAND, PENNSYLVANIA 18966-2109  
☐ You are giving a security interest in the goods or property being purchased.  
☐ Other:

ASSUMPTION: A subsequent purchaser of this property: ☒ cannot assume the remainder of the mortgage on the original terms.  
☐ may under certain circumstances, be allowed to assume the remainder of the mortgage on the original terms.

FILING / RECORDING FEES: 129.50

INSURANCE: Credit life, accident, health or loss of income insurance is not required in connection with this loan. This loan transaction requires the following insurance: ☒ Hazard Insurance ☐ Flood Insurance ☐ Private Mortgage Insurance  
 You may obtain property insurance from anyone you want that is acceptable to Lender.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 5.0% of the overdue payment amount will be due from you.

PREPAYMENT: If you payoff your loan early you: ☒ may ☐ will not be charged a penalty to prepay this loan in full or in part.  
☐ may ☒ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, right to accelerate before scheduled maturity date, pre-payment refunds and penalties, and further information regarding security interests and the policy regarding assumption of the obligation.  
 (e) appearing by a date or figure means it is an estimate.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure along with copies of documents referred to in this disclosure.

KENNETH J. TAGGART

BORROWER / DATE

BORROWER / DATE

BORROWER / DATE

BORROWER / DATE

*+ Failed to  
 Total  
 PAYMENTS  
  
 + Failed to  
 disclose when  
 each payment  
 is due*

*A2*

*A2*





## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0308 2040 0000 2239 9374

Postage and Delivery Confirmation fees must be paid before mailing.  
Article Sent To: (to be completed by mailer)  
Blank Rome  
c/o John Lucian  
130 N. 18th St 1 Legu Sq  
Pitts R 19103

Postmark Here  
SEP 11 2009  
SOUTHAMPTON PA

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**  
☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel  
 (See Reverse)

PS Form 152, May 2002

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0308 2040 0000 2239 9374

Postage and Delivery Confirmation fees must be paid before mailing.  
Article Sent To: (to be completed by mailer)  
Americas Service Company  
P.O. Box 10328  
Des Moines, IA 50306-0328

Postmark Here  
SEP 11 2009  
SOUTHAMPTON PA

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**  
☒ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel  
 (See Reverse)

PS Form 152, May 2002

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0308 2040 0000 2239 9350

Postage and Delivery Confirmation fees must be paid before mailing.  
Article Sent To: (to be completed by mailer)  
Wells Fargo Home Mortgage The  
Home 2241-049 1-Home 2241-049  
Des Moines IA 50328

Postmark Here  
SEP 11 2009  
SOUTHAMPTON PA

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**  
☒ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel  
 (See Reverse)

PS Form 152, May 2002

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0308 2040 0000 2239 9367

Postage and Delivery Confirmation fees must be paid before mailing.  
Article Sent To: (to be completed by mailer)  
Wells Fargo c/o Deutsche Bank  
MPE 2241-049  
1 Home 2241-049  
Des Moines IA 50328

Postmark Here  
SEP 11 2009  
SOUTHAMPTON PA

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**  
☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel  
 (See Reverse)

PS Form 152, May 2002

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September 11, 2009  
Kenneth J Taggart  
45 Heron Rd  
Holland, Pa 18966

RE; Loan for 45 Heron Rd; Holland, Pa 18966  
Loan # [REDACTED]

ASC - America's Servicing Company  
P.O. Box 10328  
Des Moines, IA. 50306-0328

Wells Fargo Home Mortgage, Inc.  
Mac x2401-049  
1 Home Campus  
Des Moines, IA. 50328

Deutsche Bank National Trust Company  
Trustee for Morgan Stanley ASB Capital, Inc.  
Trust 2007-HE2  
C/O Wells Fargo Home Mortgage Inc  
Mac x2401-049  
1 Home Campus  
De Moines, IA. 50328

To Customer Service,

I Kenneth J Taggart would like to Rescind my loan due to recent discoveries of irregularities and failure to disclose terms under The Federal Truth-In-Lending Act And the Real Estate Settlement & Procedures Act, and outright fraud.

I Kenneth J Taggart would like to cancel my loan effective immediately. Please take all necessary steps within 20 days after receipt of this notice to comply with rescission. Please take necessary steps to complete rescission.

Kenneth J Taggart

  
September 11, 2009

Cc; Blank Rome/Attorneys for defendants





Case 2:09-cv-01281-MAM Document 26-4 Filed 04/12/10 Page 5 of 18

Balance: Paid satisfactorily  
 Limit:  
 Past Due:  
 Payment  
 Status:  
 Comments: Credit line closed-consumer request-reported by subscriber

EXPERIAN

#### 12-Month Payment History

Date: Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar

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Experian:

AMERICAS SERVICING CO

EXPERIAN

EQUIFAX

TRANSUNION

Account Name: AMERICAS SERVICING CO

Account Number:

Acct Type: Conventional Real Estate Loan, Including Purchase Money First

Acct Status: Open

Monthly Payment: \$3,189.00

Date Open: 9/1/2006

Balance: \$377,258.00

Terms: 360 Months

High

Balance:

Limit:

Past Due: \$6,377.00

Payment Status: Past due 30 days

Comments: Account in dispute-reported by subscriber

*James  
Payment  
Due  
June 1, 2008*

#### 12-Month Payment History

Date: Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun

06 06 06 06 06 06 07 07 07 07 07 07 07 07 07 07 08 08 08 08 08 08 30

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK

Experian:

BANK OF AMERICA

EXPERIAN

EQUIFAX

TRANSUNION

Account Name: BANK OF AMERICA

Account Number:

Acct Type: Check Credit Or Line Of Credit

Acct Status: Closed

Monthly Payment: \$477.00

Date Open: 8/1/2007

Balance: \$23,562.00

Terms: Revolving

High

Balance: \$24,143.00

Limit: \$25,000.00

Past Due:

Payment

Status: Current

Comments: Credit line closed-grantor request-reported by subscriber

#### 24-Month Payment History



short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History 18 Years, 7 Months

Average Account Age 4 Years, 5 Months

Oldest Account ~~CITICORP BANK (1989)~~

Most Recent Account ~~GENESEE (Opened 8/27/09)~~

Equifax

## Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years 9

Most Recent Inquiry ~~RECENT SERVICES (06/17/09)~~

## Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records 0

Negative Accounts 1

Collections 0

## Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

## Open Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
AMERICA'S SERVICING	<del>XXXXXXXXXX</del>	09/2006	\$377,258	06/2008	\$6,377	PAYS 31-60 DAYS	\$0

AMERICA'S SERVICING CO

7495 New Horizon Way  
Frederick, MD-217038388  
(301) 636-7482

Account Number:	<del>XXXXXXXXXX</del>	Current Status:	PAYS 31-60 DAYS
Account Owner:	Individual Account	High Credit:	\$382,500
Type of Account <input checked="" type="checkbox"/>	Mortgage	Credit Limit:	\$0
Term Duration:	360 Months	Terms Frequency:	Monthly (due every month)
Date Opened:	2006/09	Balance:	\$377,258
Date Reported:	06/2008	Amount Past Due:	\$6,377
Date of Last Payment:	06/2008	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$3,189	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	16
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional

AC

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23 HSBC Way

Port Mill, SC 29716



UNITED STATES POSTAGE  
\$3.00  
MAILED FROM ZIP CODE 29716

Forwarding Service Requested

KENNETH J. TAGGART  
45 HERON ROAD  
HOLLAND, PENNSYLVANIA 18966-2109

11

Sept 5  
POST MARK

Dear Applicant:

Heron

Received  
9/20/06

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Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
AMERICA'S SERVICING	106112712X XXX	09/2006	\$374,935	09/2009	\$22,356	120+ DAYS PAST DUE	\$0

**AMERICA'S SERVICING CO**

7495 New Horizon Way  
Frederick, MD-217038388  
(301) 696-7482

Account Number:	<del>REDACTED</del>	Current Status:	120+ DAYS PAST DUE
Account Owner:	Individual Account.	High Credit:	\$382,500
Type of Account	Mortgage	Credit Limit:	\$0
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	2006/09	Balance:	\$374,935
Date Reported:	09/2009	Amount Past Due:	\$22,356
Date of Last Payment:	02/2009	Actual Payment Amount:	\$0
Scheduled Payment Amount:	\$3,726	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	15
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:	\$0	Deferred Payment Start Date:	
Balloon Payment Amount:	\$0	Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2009 *		
Comments:	180 Days past due		

**11-Month Payment History**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	30	60	90	120	150				
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006									*	*	*	*

BAC HOME												
LDA	12639XXXX	01/2006	\$263,712	08/2009	\$14,010	120+ DAYS PAST DUE	\$0					
NS SERVI												

**BAC HOME LNS LP/CTRYWDE**

450 American St  
Simi Valley, CA-930656285  
(800) 669-6607

Account Number:	<del>REDACTED</del>	Current Status:	<del>REDACTED</del>
Account Owner:	Individual Account.	High Credit:	\$270,000
Type of Account	Mortgage	Credit Limit:	\$0
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	2006/01	Balance:	\$263,712

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 Experian: OK OK OK OK OK ND OK OK OK OK OK OK OK OK ND OK OK OK OK

^Top of Page^

## AMERICAN EDUCATION SVC

## EXPERIAN

## EQUIFAX

## TRANSUNION

Account Name: AMERICAN EDUCATION SVC  
 Account Number: ~~Redacted~~  
 Acct Type: Education Loan  
 Acct Status: Closed  
 Monthly Payment:  
 Date Open: 10/1/1986  
 Balance:  
 Terms: 107 Months  
 High Balance:  
 Limit:  
 Past Due:  
 Payment Status: Paid satisfactorily  
 Comments: Credit line closed-consumer request-reported by subscriber

See all 3 of your credit reports in 1! Plus, get your Free Credit Score! Order Now!

## 24-Month Payment History

? Legend

Date: Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar  
 00 00 00 00 00 00 00 00 00 01 01 01 01 01 01 01 01 01 01 01 01 01 02 02 02  
 Experian: OK OK OK OK OK ND OK OK OK OK OK OK OK ND OK OK OK OK

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## AMERICAS SERVICING CO

## EXPERIAN

## EQUIFAX

## TRANSUNION

Account Name: AMERICAS SERVICING CO  
 Account Number: ~~Redacted~~  
 Acct Type: Conventional Real Estate Loan,  
 Including Purchase Money First  
 Acct Status: Open  
 Monthly Payment: \$3,726.00  
 Date Open: 9/1/2006  
 Balance: \$374,935.00  
 Terms: 360 Months  
 High Balance:  
 Limit:  
 Past Due: \$22,356.00  
 Payment Status: Past due 180 days  
 Comments:

See all 3 of your credit reports in 1! Plus, get your Free Credit Score! Order Now!

## 24-Month Payment History

? Legend

Date: Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep  
 07 07 07 08 08 08 08 08 08 08 08 08 08 08 09 09 09 09 09 09 09 09 09 09 09  
 Experian: OK

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## BAC HOME LOANS SERVICE

## EXPERIAN

## EQUIFAX

## TRANSUNION

Account Name: BAC HOME LOANS SERVICE  
 Account Number: ~~Redacted~~  
 Acct Type: Credit Line Secured, Revolving  
 Acct Status: Closed  
 Monthly Payment:  
 Date Open: 10/1/2005  
 Balance:  
 Terms: Revolving  
 High Balance: \$43,300.00  
 Limit: \$43,300.00  
 Past Due:  
 Payment Status: Paid satisfactorily  
 Comments: Credit line closed-consumer request-reported by subscriber

See all 3 of your credit reports in 1! Plus, get your Free Credit Score! Order Now!

## More about ASC

	TransUnion	Experian	Equifax
Past Due:	\$22356		
High Balance:	\$382500		
Terms:	360 months		
Limit:			
Payrent:	\$3726		
Opened:	09/15/2006		
Reported:	09/08/2009		
Responsibility:	Individual		

Close window

## Remarks:

[TransUnion]  
[Experian]  
[Equifax]

## Late Payments (last 7 years):

	TransUnion	Experian	Equifax
30 days late:	1		
60 days late:	1		
90 days late:	3		

AN

Redacted





PO Box 10328  
Des Moines, IA 50306-0328

September 21, 2009

Kenneth J Taggart  
45 Heron Rd  
Holland, PA 18966

Dear Kenneth J Taggart:

RE: Loan Number [REDACTED]

America's Servicing Company (ASC) has received your correspondence dated September 11, 2009, received on September 16, 2009, regarding your mortgage loan. I have reviewed the information presented and would like to provide you with the details of my research.

Our records indicate your extended right to rescind this loan expired on September 15, 2009. Therefore, this loan no longer qualifies for rescission.

If you have additional questions, please call our Customer Relations Department at (800) 842-7654. A representative will be able to assist you Monday through Friday between the hours of 8 a.m. and 6 p.m., in your time zone.

Sincerely,

Melissa Scheetz  
Written Correspondence

A12



Wells Fargo / Deutsche Bank

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## Track & Confirm

Received 9/15/09

[Track & Confirm](#)[FAQs](#)

### Search Results

Label/Receipt Number: 0308 2040 0000 2239 9367

Class: **Priority Mail®**Service(s): **Delivery Confirmation™**Status: **Delivered**[Track & Confirm](#)

Enter Label/Receipt Number.

Your item was delivered at 5:44 AM on September 15, 2009 in DES MOINES, IA 50328.

[Go >](#)

#### Detailed Results:

- Delivered, September 15, 2009, 5:44 am, DES MOINES, IA 50328
- Arrival at Pick-Up-Point, September 15, 2009, 5:40 am, DES MOINES, IA 50306
- Arrival at Post Office, September 15, 2009, 5:37 am, DES MOINES, IA 50318
- Acceptance, September 11, 2009, 4:44 pm, SOUTHAMPTON, PA 18966

#### Notification Options

Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email.

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Americas Servicing Company

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## Track &amp; Confirm

Received 9/15/09

[Track & Confirm](#)[FAQs](#)

## Search Results

Label/Receipt Number: 0308 2040 0000 2239 9343

Class: Priority Mail®

Service(s): Delivery Confirmation™

Status: Delivered

[Track & Confirm](#)

Enter Label/Receipt Number.

Your item was delivered at 5:45 AM on September 15, 2009 in DES MOINES, IA 50306.

[Go >](#)

## Detailed Results:

- Delivered, September 15, 2009, 5:45 am, DES MOINES, IA 50306
- Arrival at Pick-Up-Point, September 15, 2009, 5:40 am, DES MOINES, IA 50306
- Arrival at Post Office, September 15, 2009, 5:37 am, DES MOINES, IA 50318
- Acceptance, September 11, 2009, 4:42 pm, SOUTHAMPTON, PA 18966

## Notification Options

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1-800-275-3700

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Wells Fargo

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## Track &amp; Confirm

Received 9/15/09

[Track & Confirm](#)[FAQs](#)

## Search Results

Label/Receipt Number: 0308 2040 0000 2239 9350

Class: **Priority Mail®**Service(s): **Delivery Confirmation™**Status: **Delivered**

## Track &amp; Confirm

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 5:44 AM on September 15, 2009 in DES MOINES, IA 50328.

## Detailed Results:

- Delivered, September 15, 2009, 5:44 am, DES MOINES, IA 50328
- Arrival at Pick-Up-Point, September 15, 2009, 5:40 am, DES MOINES, IA 50306
- Arrival at Post Office, September 15, 2009, 5:37 am, DES MOINES, IA 50318
- Acceptance, September 11, 2009, 4:43 pm, SOUTHAMPTON, PA 18966

## Notification Options

## Track &amp; Confirm by email

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USPS Tracking Service



USPS Tracking Service

A15



Blank Reme

[Home](#) | [Help](#) | [Sign in](#)**Track & Confirm**

Received 9/12/09

[Track & Confirm](#)[FAQs](#)**Search Results**

Label/Receipt Number: 0308 2040 0000 2239 9374

Class: **Priority Mail®**Service(s): **Delivery Confirmation™**Status: **Delivered****Track & Confirm**

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 10:55 AM on September 12, 2009 in PHILADELPHIA, PA 19103.

**Detailed Results:**

- Delivered, September 12, 2009, 10:55 am, PHILADELPHIA, PA 19103
- Sorting Complete, September 12, 2009, 10:07 am, PHILADELPHIA, PA 19103
- Arrival at Post Office, September 12, 2009, 9:13 am, PHILADELPHIA, PA 19104
- Processed through Sort Facility, September 12, 2009, 12:45 am, PHILADELPHIA, PA 19176
- Acceptance, September 11, 2009, 4:42 pm, SOUTHAMPTON, PA 18966

**Notification Options**

Track &amp; Confirm by email

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Federal Bureau of InvestigationU.S. Department of Justice  
Department of Homeland Security

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## GOOD FAITH ESTIMATE

Case 2:09-cv-01281-MAM Document 26-4 Filed 04/12/10 Page 17 of 18

Applicants: Kenneth J. Taggart  
 Property Address: 45 Heron Road, Southampton, PA 18966  
 Prepared By: Community Lending Ph. 215-887-1900  
 726 Fitzwatertown Road Suite 6, Willow Grove, PA 19090

Date Prepared: 06/24/2006  
 Loan Program:

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates-actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

Total Loan Amount \$	391,500	Interest Rate:	7.990 %	Term:	360 / 360 mths
<b>900 ITEMS PAYABLE IN CONNECTION WITH LOAN:</b>					
801	Loan Origination Fee	0.000%			PFC S F POC
802	Loan Discount	0.000%		\$	
803	Appraisal Fee				
804	Credit Report			(275.00)	✓
805	Lender's Inspection Fee			50.00	
808	Mortgage Broker Fee				
809	Tax Related Service Fee				
810	Processing Fee			500.00	
811	Underwriting Fee				
812	Wire Transfer Fee				
	INVESTOR FEE INC. UNDERWRITING & APPLICATION			995.00	
<b>1100 TITLE CHARGES:</b>					
1101	Closing or Escrow Fee:			\$	PFC S F POC
1105	Document Preparation Fee			125.00	
1106	Notary Fees			50.00	
1107	Attorney Fees				
1108	Title Insurance:			2,100.00	
	ENDORSEMENTS			150.00	
<b>1200 GOVERNMENT RECORDING &amp; TRANSFER CHARGES:</b>					
1201	Recording Fees:			\$	PFC S F POC
1202	City/County Tax/Stamp:			135.00	
1203	State Tax/Stamp:				
<b>1300 ADDITIONAL SETTLEMENT CHARGES:</b>					
1302	Pest Inspection			\$	PFC S F POC
<b>900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:</b>					
Estimated Closing Costs 4,105.00					
901	Interest for 20 days @ \$	86.8912	per day	\$	PFC S F POC
902	Mortgage Insurance Premium			1,737.82	
903	Hazard Insurance Premium				
904					
905	VA Funding Fee				
<b>1000 RESERVES DEPOSITED WITH LENDER:</b>					
1001	Hazard Insurance Premium	3 months @ \$	95.00	per month	PFC S F POC
1002	Mortgage Ins. Premium Reserves	months @ \$		per month	
1003	School Tax	months @ \$		per month	
1004	Taxes and Assessment Reserves	6 months @ \$	350.00	per month	
1005	Flood Insurance Reserves	months @ \$		per month	
		months @ \$		per month	
		months @ \$		per month	
Estimated Prepaid Items/Reserves 4,822.82					
<b>TOTAL ESTIMATED SETTLEMENT CHARGES</b>					
<b>COMPENSATION TO BROKER (Not Paid Out of Loan Proceeds):</b>					
8,927.82					
<b>TOTAL ESTIMATED FUNDS NEEDED TO CLOSE:</b>					
<b>TOTAL ESTIMATED MONTHLY PAYMENT:</b>					
Purchase Price/Payoff (+)	326,467.00	New First Mortgage(-)		Principal & Interest	2,869.96
Loan Amount (-)	391,500.00	Sub. Financing(-)		Other Financing (P & I)	
Est. Closing Costs (+)	4,105.00	New 2nd Mgt Closing Costs(+)		Hazard Insurance	95.00
Est. Prepaid Items/Reserves (+)	4,822.82			Real Estate Taxes	350.00
Amount Paid by Seller (-)				Mortgage Insurance	
				Homeowner Assn. Dues	
				Other	
<b>Total Est. Funds to you</b>					
55,105.18					
<b>Total Monthly Payment</b>					
3,314.96					

☒ This Good Faith Estimate is being provided by Community Lending, a mortgage broker, and no lender has been obtained. These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first lien on the property. The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.

Applicant: Kenneth J. Taggart

Date:

Applicant:

Date:

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COPY

## ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

Number ~~XXXXXXXXXX~~

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 15, 2006 PHILA, PENNSYLVANIA  
 [Date] [City] [State]

45 HERON ROAD, HOLLAND, PENNSYLVANIA 18966-2109

[Property Address]

True &amp; Certified Copy

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$382,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Decision One Mortgage Company, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.94%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3023 HSBC Way, Fort Mill, South Carolina 29715 or at a different place if required by the Note Holder.

## (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$2,790.67. This amount may change.

## (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

## (A) Change Dates

The interest rate I will pay may change on the 1ST day of OCTOBER, 2008 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

## (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

## (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 94/100THS percentage points (6.94%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.94% or less than 7.94%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.94% or less than 7.94%.

## (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

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